

Clarke CSD

Clarke EA

8/15/2005 8/14/2007

**AGREEMENT
BETWEEN**

**CLARKE
COMMUNITY
EDUCATION
ASSOCIATION**

AND

**CLARKE
COMMUNITY
SCHOOL DISTRICT**

2005-2007

CLARKE COMMUNITY SCHOOL DISTRICT**AGREEMENT INDEX****2005-2007**

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ARTICLE 1**PREAMBLE**

THIS AGREEMENT is between the Clarke Community School District, Osceola, Iowa, hereinafter referred to as the "Employer" and the Clarke Community Education Association, hereinafter referred to as the "Association". Said Agreement represents the complete and final agreement between the Employer and the Association.

The Employer and the Association recognize that the aim of the public school is to provide a quality education program for the children and youth of the school district.

Both parties recognize that attainment of this educational objective is of prime importance and considerable benefit to all. The quality and morale of the teaching service is a major factor in pursuit of said objective.

ARTICLE 2**RECOGNITION****A. Appropriate Unit**

The Employer hereby recognizes the Association as the exclusive bargaining representative for the regular full-time and regular part-time licensed employees which includes: professional employees including but not limited to classroom teachers (academic, head teacher, vocational, remedial, physical education, music, art, and drama), librarians, guidance counselors and nurses.

Excluded from representation and coverage are these positions and duties: Superintendent, Principals, all non-licensed personnel, substitutes and all other persons excluded by Section 4 of the Act.

Reference is made to the Iowa Public Employment Relations Board, Order of Certification Case No. 421, dated July 17, 1975.

B. Definitions

1. The term "Employer" as used in this Agreement shall mean the Clarke Community School District.
2. The term "Employee" as used in this Agreement shall mean all unit Employees represented by this Association in the recognized unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this Agreement shall mean the Clarke Community Education Association. The Association is an affiliate of the Iowa State Education Association and the National Education Association.
4. The term "Act" as used in this Agreement shall mean the Iowa Public Employment Relations Act, currently identified as Chapter 20, Code of Iowa.
5. All references to Employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to mean both male and female Employees.

ARTICLE 3**RIGHTS**

The Association will be permitted:

1. To hold a reasonable number of meetings on School District property outside normal work hours, providing such meetings, in the Employer's judgment, in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the Employer resulting

from said meetings will be paid for by the Association. Prior approval from the building administrator is required.

2. To use school equipment, providing such usage in no way interferes with any aspect of the instructional program. All costs, such as materials, operator's time, etc., resulting from such usage will be paid for by the Association.
3. To distribute Association material through the building mailboxes after obtaining approval from the building administrator for distribution. A copy of said material will be furnished beforehand to the building administrator.
4. To be furnished upon reasonable request the annual financial report and adopted budget; and all other such regular and routinely prepared public information; and other relative material required by law which may assist the Association in collective bargaining and in processing grievances.
5. To cause the agenda for regular Board meetings to be delivered to the school mail-box of the local Association president.

ARTICLE 4

SENIORITY

- A. Seniority is defined as an Employee's length of continuous service with the Employer since the employee's last date of hire. An employee's date of hire shall be the first scheduled day of work for the employee. If two employees have the same date of hire, the employee whose date of execution of the contract is earliest shall be most senior. In the event of a further tie, the employee's order shall be determined by lot.
- B. As long as an employee is employed by the employer, his/her seniority continues to accumulate.
- C. While on Employer-approved leave of absence, seniority will continue to accumulate up to a maximum of one (1) year for period of continuous leave. In the event an Employee is injured on-the-job and qualifies for Iowa Worker's Compensation benefits, seniority will continue to accrue and employee status will be maintained as follows:
 1. If the Employee has less than three (3) years of seniority at the time of the injury, said seniority earned will be divided by two (2), and this will be the amount of time seniority can continue to accrue.
 2. If the Employee has three (3) years but less than fifteen (15) years of seniority at the time of the injury, seniority can continue to accrue up to three (3) years.
 3. If the Employee has fifteen (15) or more years of seniority at the time of the injury, seniority can continue to accrue for up to four (4) years.
 4. For pay purposes, the Employee will be maintained on the same salary and/or supplemental pay step as on at the time of the injury, and will be placed one (1) step higher provided they have complied with Article 19, B - Credit for Experience.
 5. At the time the Employees are released to return to work, a time period will be established on an individual basis with the intent to be fair to all parties involved.
- D. An Employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:
 1. An accepted Employee resignation;
 2. Employee is terminated or the individual teaching contract is not renewed;
 3. Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence;

4. Failure to report for work at the end of leave of absence;

5. Employee retires.

- E. A seniority list of regular full-time certificated employees shall be posted in all District school buildings by November 1 of each school year showing name and last date of hire. The local Association president will be notified of any changes in the seniority list within a reasonable period of time.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions

1. Grievant - a grievant is an employee who files a grievance.
2. Grievance - a grievance is a claim by a grievant that a provision of the Agreement has been violated, misapplied or misinterpreted.
3. Days - The term "Days" when used in this Article shall, except where otherwise indicated, mean working days of the week throughout the year (twelve (12) months) excluding weekends, holidays and school vacation days. Summer months shall not be considered vacation days. If a grievance is filed at such time that it cannot be processed through all levels in the grievance procedure by the end of the school year, the time limits expressed may be reduced by mutual agreement so that the grievance procedure will be completed prior to the end of the school year or within a reasonable number of working days thereafter.

B. Procedure

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an Employee or Employees regarding the application, interpretation, or violation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

STEP 1 - Any Employee having a grievance shall attempt to adjust the matter with his/her immediate supervisor or principal, or their designated representative, five (5) work days from its occurrence.

STEP 2 - A grievance which is not settled at Step 1 shall be placed in writing within five (5) work days and signed by the Employee and presented to the immediate supervisor or principal for his/her decision in writing, which shall be given within seven (7) work days.

STEP 3 - If the grievance is not settled satisfactorily at Step 2, it shall be appealed to the Superintendent or his/her designated representative within five (5) work days. The Superintendent or his/her designated representative agrees to meet with the Clarke Community Education Association representative within ten (10) work days from receiving date of appeal. The principal, immediate supervisor and aggrieved Employee may attend, if requested by either party. The Superintendent or his/her designated representative shall give a written answer at such meeting or within fifteen (15) work days after the Step 3 meeting.

STEP 4

- a. In the event the grievance is not disposed of at Step 3, the Association may submit such matter to arbitration by giving written notice to the Employer within ten (10) work days from the final answer at Step 3.
- b. After the Association has notified the Employer of the referral to arbitration, the parties will meet within ten (10) work days after the receipt of the notice of referral to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa

Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall elect one (1) arbitrator.

- c. Within five (5) work days after receipt of said panel of arbitrators, the parties will meet to select the sole arbitrator at one setting. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The arbitrator whose name remains on said list shall be accepted by both parties as the sole arbitrator.
- d. The fees and expenses of the arbitrator will be paid equally by the parties. Released time and compensated time are not applicable to the grievance and arbitration procedure, beginning at Step 2 and thereafter. Each party shall pay for its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the said transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. Said grievance arbitrator shall have no authority over the salary schedule covered by this Agreement. The arbitrator's decision in matters over which he/she has jurisdiction will be final and binding on the parties. The arbitrator will submit his/her written decision to the parties within the thirty (30) calendar day period immediately following the day of the arbitration hearing or the date the arbitrator received post-hearing briefs, if said briefs are submitted.

C. Miscellaneous

- 1. Section 18 of the Act is recognized by the parties. The expressed provisions of this Agreement pertaining to the grievance procedure and arbitration are to serve as a clarification and agreement between the parties on these two (2) negotiable items (grievance procedure and arbitration). All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.
- 2. An aggrieved employee may elect not to have an Association representative present at the grievance meeting(s).
- 3. All grievances shall be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date of the specific occurrence in the timely filed grievance that was presented in written form as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits, it shall be considered settled on the basis of the Employer's last answer.
- 4. Time limits at any Step for each separate grievance may be extended by mutual agreement of the parties involved. Such agreement must be in writing and dated.
- 5. It is expressly agreed and understood that no employee or the Association shall have the right to compel the arbitration of a grievance without written consent of the other.
- 6. Grievances filed with the Employer shall be a part of the Employees' personal information in their personnel files.

ARTICLE 6

EVALUATION PROCEDURE

A. Observations, Purpose & Definitions

The Employer recognizes the importance and value of evaluating an employee. An employee shall be observed (both informally and formally) by the Employer for the purpose of evaluation

toward the improvement of professional performance as a means of assuring the most competent educational techniques.

For the purpose of this article, the following terms will have these definitions:

Informal Observations include any and all things that reflect overall professionalism of the employee. They may include, but are not limited to, unannounced classroom observations or walkthroughs, professional behaviors in a variety of school settings and involvement in school activities or functions.

Formal Observations are pre-arranged observations by a licensed evaluator of an employee for a period of instructional time, which should include a planned lesson where any of the 8 Iowa Teaching Standards may be observed.

Collaboration is the process of the employee working together with a certified evaluator in order to develop, refine, finalize, review and assess outcomes of career development goals of the individual career development plan.

Summative Evaluation is the evaluation which documents competence and achievement of the teacher in regard to the 8 Iowa Teaching Standards and 42 criteria. It will include documentation following the formal observation as well as employee offered evidence of competence in each of the 8 Iowa Teaching Standards and 42 criteria.

Beginning Teacher is a classroom teacher or pre-school teacher serving under an initial license.

B. The Employer reserves the right to employ, dismiss, retain and promote all employees.

C. Notification

At least five (5) days prior to the year's evaluation cycle, the Employer will present and review verbally the evaluation procedure and instruments to be used. One of the purposes of this orientation is to strive for an understanding of the evaluation system.

D. Evaluations and Observations

1. Employees new to the district shall be formally evaluated at least twice during each of their two (2) evaluation years. Employees on extended probation of one year or employees on intensive remediation shall be formally evaluated at least twice during their probation or remediation period.
2. Employees who have successfully completed their first two (2) years of employment shall be formally evaluated at least once (1) every three years.
3. Formal observations and conferences for the purpose of evaluation shall not be done the first three (3) weeks or the last three (3) weeks of the school year. All evaluation conferences will be held during the employee service year.

E. Conference and Copy

1. Information resulting from said formal observations, in addition to other information obtained from informal observations and collaborations, will be utilized in preparation of the employee's summative evaluation.
2. A conference will precede and follow each formal observation. A personal conference will follow each summative evaluation, which will be reviewed with the employee.
3. Upon the employee's request the Employer will give two (2) days advance notice and a copy of the evaluation to the employee before holding the conference.
4. The employee will sign the summative evaluation. Such signature acknowledges the employee's awareness of the evaluation, but such signature will not necessarily mean agreement with the evaluation.

5. Said summative evaluation will include a section for comments for use by the employee if the employee so desires. Objections can be registered in said comments section, and if so, both Employer and Employee can sign to indicate awareness.
6. A copy of said summative evaluation will be provided to the Employee.
7. No Employee will be required to sign a blank or incomplete evaluation form.
8. An employee who has been evaluated has the right to grieve that said evaluation is inaccurate, is not based upon the evaluation criteria or is in violation of the procedures in this article through the grievance procedure as set forth in this agreement.

F. Personnel File

1. Each Employee shall have the right at any time to review the contents of his/her personnel file of their immediate supervisor and make written responses which shall become part of said file.
2. The Employee is to be notified in writing of any complaints which are placed in his/her personnel file.

ARTICLE 7
TRANSFER PROCEDURE

A. Explanation

1. The Employer reserves the right to assign and/or transfer unit Employee(s) according to the needs of the School District.
2. A transfer includes: a change from one building to another; a change from one subject area to another; and/or a change from one grade level to another.
3. A voluntary transfer request will be given first consideration by the Employer in any transfer.

B. Involuntary Transfer

Changes in assignment may be made at the initiative of the Employer or be considered by the Employer upon request of an Employee. All such re-assignments shall be made with the full knowledge of all parties involved.

1. After a vacancy has occurred, the Employer will post a notice regarding such in each building.
2. An Employee's request for transfer, if granted, will not become effective until the following school year unless otherwise determined.

C. Voluntary

1. Unit Employees who wish to request transfer are required to first notify in writing their current building principal of their intent.
2. An interview will then be arranged with the principal of the building to which the unit Employee wishes to transfer.
3. The principal of the intended building may accept or reject the request.

ARTICLE 8
NO STRIKE

The following commitments are in addition to any other rights and remedies provided by the Act. Neither the Association, its officers or agents, nor any employee(s) covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage or any such related activity as covered by Section 12 of the Act.

Any employee who violates any portion of the contents of this Article is subject to immediate discipline which could include discharge as the Employer determines.

The Association shall, upon notice from the Employer, immediately direct such employee(s) both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).

ARTICLE 9

PROCEDURE FOR STAFF REDUCTION

A. Coverage - All unit personnel

B. The Employer will determine if and when it is necessary to have a reduction in staff.

1. First, the reduction will be attempted to be accomplished by attrition.

2. If a further reduction is to occur, in determining which employees are to be reduced, the Employer's decision will be based on the following factors:

a. Seniority as defined in Article 4, Paragraph A.

b. Educational qualifications, including certification, college hours, degrees and areas of study.

c. Experience and abilities in teaching in the subject areas needed, as determined by years of service in that subject area and by formal evaluations.

d. The Employer's needs to maintain school programs.

If the latter three (3) factors (B, C, and D) are substantially comparable in the Employer's judgment, the employee with the greater amount of seniority in the system shall be retained.

C. Notification

1. The Employer shall give notice concerning staff reduction to Employees pursuant to Chapter 279 of the Code.

D. Recall

1. Any unit employee terminated pursuant to need for cutting of staff positions will be considered for recall for a period of two (2) years from the end of student school year if a request for such consideration is made by the concerned member, in writing, to the Superintendent of Schools by April 30.

2. Employees who are recalled and return to work shall be placed on the appropriate step of the salary schedule pursuant to Article 19 provided that employees with more than fifteen (15) years experience with the District shall not be limited by the fifteen-year maximum credit provision of paragraph B of Article 19.

3. Seniority will continue to accrue for a period of one (1) year from effective date of the reduction in staff.

ARTICLE 10

LEAVES OF ABSENCE

A. Advance Notice

1. An employee must complete and sign a request for approval of absence from school duties on such form as provided by the Employer for all absences except family leave, and when possible, in cases of personal injury or illness.

This form must be completed and received by the Employer at least ten (10) days prior to the date of absence.

2. If an employee does expect not to return to the assignment, the employee must notify the immediate supervisor, or designated representative, of such intention by no later than 7:00 A.M. on the involved work day unless other prior arrangement agreed upon between Employer and Employee. Employees are asked to make every attempt to contact their supervisor or designated representative prior to 7:00 A.M. to insure that a proper substitute can be hired.

If the Employee does not give said timely notice and does not return to work and a substitute subsequently reports for duty, the substitute will work the full day and the Employee will not receive pay of any type for said day(s).

B. Health Leave

1. The Employer will grant sick leave for personal illness or injury in the following amounts:
 - a. The 1st year of employment--10 work days
 - b. The 2nd year of employment--11 work days
 - c. The 3rd year of employment--12 work days
 - d. The 4th year of employment--13 work days
 - e. The 5th year of employment--14 work days
 - f. The 6th year of employment--15 work days and subsequent years of employment
2. The above amounts shall only apply to consecutive years of employment in the Clarke Community School District and unused portions shall be cumulative up to a total of one hundred (100) work days.
3. Leave of this type will be pro-rated for employees not completing a full year of employment.
4. Health leave is to include any medical, dental or eye appointments which the employee would be unable to make on a Saturday, as many doctors make appointments on weekdays only.
5. Health leave cannot be used where deferment of treatment or medical service would be possible at a time other than during the school year.
6. The minimum amount of sick leave request that can be granted is one-half (1/2) work day.
7. In order to qualify for payment, the Employer has the right to require evidence to substantiate the absence.
8. It shall be the employee's responsibility to notify the Employer at the earliest reasonable time possible so as to allow adequate time to secure a substitute.

C. Family Leave

1. The Employer will allow each employee to use two (2) days leave per year, accumulative to five (5), for medical treatment/illness in his/her family. Family is defined as to include spouse, children, parents, spouse's parents, grandparents, spouse's grandparents, sisters, brothers, sisters-in-law, brothers-in-law, grandchildren, sons-in-law, and daughters-in-law.

Employees' accumulated days will be used after the two yearly allotted days are used.

2. In an emergency situation and after all available family and personal leave has been exhausted, an employee may exchange two (2) health leave days per year, accumulative to three (3) for an equal number of EMERGENCY family leave days. EMERGENCY family leave is to be used for unexpected illness/injury of a family member. Emergency family members include spouse, father, mother, children and legal dependents. The provisions of

1 this paragraph will be evaluated annually. In order to assist in the evaluation, the reason for
 2 the exchange will be listed on the Leave of Absence Request Form.

- 3 3. If under special circumstances the above definitions of family or emergency family does not
 4 apply, a written request may be made to the building principal requesting a person, other than
 5 listed, be included. The building principal and superintendent will determine whether to
 6 approve or deny the request.

7 **D. Family and Medical Leave**

8 Employees of the District are entitled to unpaid family and medical leave to the same extent and
 9 subject to the same terms and conditions as set forth in the Family and Medical Leave Act of
 10 1993. (This inclusion shall in no way reduce or adversely impact any other provisions of the
 11 leave policy.)

12 **E. Bereavement Leave**

- 13 1. Each employee will be granted up to four (4) days leave per occurrence for a death of his/her
 14 spouse, child, parent or spouse's parent.
 15 2. Each employee will be granted up to two (2) days leave per occurrence for a death of a family
 16 member, as defined in Section C--Family Leave paragraph one (1) above but excluding those
 17 described in Section E--Bereavement Leave paragraph one (1) above.
 18 3. An employee may exchange one (1) accumulated family leave day for a bereavement day, to
 19 be used for persons not defined under Section C-family leave paragraph one (1) above. This
 20 day may be used either in two (2) half-day increments or one (1) full day per year.
 21 4. In all cases of bereavement leave the employee, to be granted leave, must make arrangements
 22 for and/or attend the funeral or memorial service.
 23 5. Questions concerning the validity of the reason for absence will be resolved by the Employer.
 24 6. In the event of the death of an employee of, or student in, the Clarke Community School
 25 District, the Employer may decide to grant to an employee(s) time off to attend the funeral.
 26 7. Bereavement leaves under this section are non-accumulative.

27 **F. Personal**

- 28 1. All employees shall be allowed a maximum of two (2) days in any one (1) employee service
 29 year, without loss of salary, for personal leave.
 30 2. Personal leave shall be used for such things as:
 31 a. illness within the immediate family (not covered by present Family Leave Clause);
 32 b. court subpoena;
 33 c. emergencies; and
 34 d. for handling of personal business.
 35 3. Personal leave may be taken, if substitutes are available, after giving twenty-four (24) hours
 36 notice to the principal of the building.
 37 4. Emergency personal leave (less than twenty-four (24) hours notice) for any real emergency or
 38 the funeral of someone other than a close relative is to be granted only with the approval of
 39 the building administrator.
 40 5. Personal leave may not be taken immediately preceding or following any scheduled break in
 41 the calendar, nor on an In-Service Day, and not the first five (5) or last ten (10) student school
 42 days, except with the approval of the superintendent or his/her designee. In order for the
 43 exception to be considered the reason for the personal leave will be required in writing.
 44 6. No personal leave for less than one-half (1/2) day will be granted.
 45 7. Personal leave is not cumulative from one contract year to the next.

8. Any personal days remaining unused at the end of the contract year will be purchased from the Employee at the rate of pay for substitute teachers.

G. Professional Leave

1. Attendance at educational meetings (clinic, other school visitations, workshops, etc.) is permitted with full pay if such absence is approved by the Employer.
 - a. Full pay includes regular salary, personal car mileage reimbursement, registration expense, meals, and lodging upon presentation of receipt(s).
 - b. A written request on a form provided by the Employer for said leave must be submitted to the Employer at least ten (10) work days prior to day of the anticipated absence.
2. The Employer will grant up to four (4) days leave with regular pay for the purpose of attending meetings of state, regional affiliated associations of the Association each year.
 - a. Three (3) additional days, with pay, maybe granted at the sole discretion of the Employer.
 - b. No more than three (3) employees can be absent on Association Leave at any one time.
 - c. No one (1) employee may be gone more than two (2) consecutive days on Association business.
 - d. Leave for less than one-half (1/2) day will not be granted.
 - e. Personal car mileage, registration expense, meals, and lodging in conjunction with Association leave will not be paid for by the Employer.

H. Jury Duty

1. An employee required to serve as a juror shall receive his/her regular wage.
2. In order to receive payment for such duty, the employee must: submit certification of service and assign all fees, except mileage and parking reimbursement, received for any such duty to the Employer.
3. When released from jury during working hours in the A.M., the employee will report to work and work the P.M. schedule.

I. Unpaid Leave

1. In the event that an employee requests a leave of absence from work without pay, said request should be made in writing, stating the reason(s) and sent to the Superintendent.
2. The Superintendent will consider each such request on its individual merits before rendering his/her decision.

J. Leave Policy For Judicial Proceedings

1. An employee will be granted leave with pay to attend judicial proceedings under the conditions set forth hereafter.
2. "Judicial Proceedings" is defined to include the following:
 - a. Civil litigation under any provision of the Code of Iowa against the Clarke Community School District and/or any director or employee thereof arising out of the employee's employment with the district.
 - b. Civil litigation instituted by or on behalf of Clarke Community School District.
 - c. Litigation arising out of or relating to Sec. 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), the Education for Handicapped Children Act of 1975 (20 U.S.C. Sec. 140 et seq.) or any other statute or regulation regulating the education of handicapped or developmentally disabled students when Clarke Community School District and/or any director or employee is a party to the litigation, or when Clarke Community School District is interested in or potentially affected by the outcome of the litigation.

- d. Proceedings before the Iowa State Department of Education, the Professional Teaching Practices Commission, or the State Board of Educational Examiners when Clarke Community School District is either a party thereto or interested in or potentially affected by the outcome thereof.
 - e. Any criminal proceeding in which the Clarke Community School District and/or any director or employee thereof is a witness or party, provided, however, that the employee's involvement in the criminal proceeding shall have arisen while the employee was acting in the course and scope of his or her employment. Judicial leave will not apply to traffic offenses.
 - f. Litigation arising under the Constitution of the United States, the Constitution of the State of Iowa, Title 42, United States Code, or Chapter 601A, 1981 Code of Iowa, when Clarke Community School District is either a party thereto or interested in or potentially affected by the outcome thereof.
 - g. Any other civil litigation when Clarke Community School District is a party thereto.
 - h. Other civil litigation when Clarke Community School District is interested in or potentially affected by the outcome thereof.
 - i. Appeals of any of the above listed proceeding.
 - j. Pre-trial proceedings in connection with the above, including but not limited to pre-hearing or pre-trial conferences, hearings on motions or similar matters, and attendance at or giving of depositions.
3. Leave granted pursuant to this policy shall be granted in one-half day increments and in the least amount reasonably necessary to accommodate the needs of the employee.
 4. Leave granted pursuant to this policy shall be granted only upon request of the employee, in writing, setting forth the precise nature of the judicial proceedings to be attended and the date or dates of the requested leave. The written request shall be submitted at least seven days in advance of the date for which leave is requested or shall contain a statement of the reasons necessitating a shorter notice. All requests shall be submitted to the Superintendent or his/her designated substitute. The seven-day requirement shall be waived when a judicial proceeding is scheduled less than seven days in advance.
 5. For purposes of this policy, litigation includes administrative agency proceedings.
 6. This policy shall apply to all employees of the Clarke Community School District. Any modifications of this policy effected through collective bargaining pursuant to the Public Employment Relations Act (Chapter 20, 1981 Code of Iowa) shall apply only to those employees who are members of the certificated bargaining unit or units which are parties to the collective bargaining proceedings.
 7. This policy shall not apply to any litigation or proceeding in which the employee is a party or witness for a party against the district.

ARTICLE 11

DUES DEDUCTION

A. Authorization

1. Any employee who is a member of the Association may sign and deliver to the Business Manager's office a written agreement authorizing payroll deduction for Association dues.
2. The Association will inform its members of the dues deduction system and provide the necessary authorization cards for said deduction.

3. Deduction of dues shall be limited to dues for the one (1) contract year.

4. Said authorization card must be in the hands of the Business Manager by September 10 of the applicable contract year or it will not be honored.

B. Regular Deduction

1. After receiving the deduction authorization, the Business Manager shall deduct one-eighth (1/8) of the total dues from the regular salary check of the employee(s) each month for eight (8) months beginning in October and ending in May of each contract year.

2. It is the intent of the Employer to transmit to the Association Treasurer the total monthly dues deduction within ten (10) school days following the regular pay date of the involved months.

C. Duration

A new deduction authorization card will be required for each participant Employee each contract year.

D. Termination

A member may terminate the authorization to deduct dues at any time by giving a thirty (30) day written notice to the Business Manager.

E. The Association and any individual member agrees to indemnify and hold harmless the Board of Education, each individual Board Member, and all School District Administrators against any and all claims, costs, law suits, or other forms of liability and all court costs arising out of the application of the provisions in agreement between the parties for dues deduction.

ARTICLE 12

SAFETY

A. The Employer is committed to meeting the current standards in employee safety and health in keeping with the requirements of the current Occupational Safety and Health Act.

B. Objectives

1. It is the objective of the Employer to assure, so far as possible, that every employee has a safe and healthful place in which to work.

2. It is also the intent of the Employer to help each employee recognize his/her responsibilities to safe employment and to require that each employee adheres to those responsibilities.

C. Safety Committee

1. The Safety Advisory Committee, consisting of one unit employee from each building plus an equal number of Employer representatives, will be established.

2. The Employer will periodically schedule meetings to receive suggestions and recommendations for consideration in keeping with the objectives stated above in paragraph.

ARTICLE 13

EMPLOYEE SERVICE YEAR

A. The Employee contract year shall consist of one hundred ninety-one (191) days, including one hundred eighty-six (186) teaching and/or in-service days, and five (5) holidays. Any required days beyond the stated one hundred ninety-one (191) days will be paid based on each individuals per diem rate.

B. The Employer recognizes the following five (5) holidays during the service year: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and a day to be selected by the Employer.

C. Extended contracts, extra-curricular and/or co-curricular activities for which an Employee receives compensation shall be on an individually assigned basis by the Employer and shall be

between the Employee performing the service and the Employer. Such services shall be subject to annual review and evaluation by the Employer.

- D. All teachers without a full time contract will be required to attend all inservice days at the start and conclusion of the school year with no additional pay. Inservice attendance within the school year will be left to the principal's discretion. The part time teacher is to ask the principal in a timely manner about attending each inservice. If required to attend, the teacher will be paid the Phase III rate during the inservice time.
- E. A school calendar advisory committee which will include unit employees, shall be established as a means by which recommendations will be made to the Superintendent, regarding the organization of the District's calendar.

ARTICLE 14

HOURS

A. Length of Work Week

The work week shall include the days of Monday through Friday.

B. Length of Work Day

1. The Employer shall determine and establish the arrival and departure time for each workday (including both teaching and non-teaching contract days for each employee).
2. An employee is expected to be on duty each workday one-half hour before and one-half hour after the daily schedule for opening and closing school unless otherwise excused by the Employer.
3. The normal work day shall consist of no more than eight (8) consecutive hours of duty. The Employer may decide to authorize a less than stated normal work day in emergency situations (such as inclement weather, fire, plant-equipment failure, epidemic, etc.)
4. On Fridays and the last work day preceding a holiday period for which school is dismissed, the employee must remain on duty until the buildings have been vacated of students and all employee responsibilities have been met.
5. An employee may leave the building during his/her preparation period upon receipt of permission from his/her immediate supervisor. The reason for the request must be stated.
6. It is noted that professional meetings and programs (in-service, staff, parent-teacher conferences, subject area meetings, school evaluation meetings, open houses, elementary programs--when the teacher's assigned students are participating) as might be called by school authorities for coordinating the work of employees in the school programs, supervision of elementary school programs, and meetings extending after the normal work day for a reasonable length of time (normally no more than one hour) must be taken into consideration.
 - a. Advance notice of at least two (2) days should be given whenever possible.
 - b. Staff meetings will not exceed one (1) hour unless agreed upon between the Employer and employee.
 - c. If parent-teacher conferences are scheduled at night, compensatory time for the employee(s) involved will be provided.
7. When an employee is requested to remain after the normal work day or to return to school for school-related activities after the regular work day for reasons other than those defined in paragraph 6 above, if the employee agrees to do so, the employee shall be compensated as indicated in Article 20, Supplemental Pay Schedule.

ARTICLE 15**INSURANCE**

- 1
2
3 A. In addition to the salary provided in Article 19, the District shall provide all full-time employees
4 of the District the sum of \$600 per month for 2005-06 which may be used to purchase insurance
5 provided in this article or may be received as salary. It is the intention of the parties that the
6 payments provided in this Article qualify as a "cafeteria plan" under Section 125 of the Internal
7 Revenue Code.
8
- 9 The "cafeteria plan" will include options for a dependent care deduction and unreimbursed
10 medical expense deduction.
- 11 B. Employees who work at least half-time but less than full-time shall receive a prorated share of
12 the amount in paragraph A of this Article.
- 13 C. The District shall make available to employees group health insurance, long term disability
14 insurance and life insurance equivalent to that available during the 1989-90 school year. In
15 advance of the contract payments due under this Article, employees shall elect the insurance
16 coverage to be received.
- 17 D. Every eligible employee must participate in the long term disability and life insurance benefits
18 provided under this Article. Every eligible employee must participate in the medical benefit
19 unless a waiver is permitted due to coverage under a spouse's employer's group plan and the
20 district plan provided under this Article is not adversely affected.
- 21 E. In negotiating the amount available, the parties are attempting to approximate the cost of single
22 health insurance, disability and life insurance plus \$25, although the parties recognize that the
23 amount may from time to time be different than this general goal.
24
25

ARTICLE 16**HEALTH**

- 26
27
28 A. At the time of initial employment with the district each employee covered by this agreement shall
29 submit a written report from a licensed physician that the employee is fit to perform the tasks
30 assigned. The report shall include the results of an examination for tuberculosis. The employee
31 shall pay the cost of this examination.
- 32 B. Such reports will then be required at three (3) year intervals.
- 33 1. The Employer will pay up to \$40.00 toward the cost of the physical, not reimbursed by the
34 employee's group insurance policy, upon presentation of statement of costs.
- 35 2. All such medical records will be maintained by staff as per Department of Education and State
36 Statute so require.
- 37 C. At times other than those set out above, the district may require an employee to be examined by a
38 physician of its choice for fitness to perform the tasks assigned. If the district requires an
39 examination, it shall pay the cost of the exam.
- 40 D. Physical exams will be due on/before dates set as pre-school workshops.
- 41 E. Employees not meeting physical exam deadline will not receive reimbursement.
42

ARTICLE 17**GENERAL**

- 43
44
45 A. Reference is made to Article 19, Salary Schedule and Article 20, Supplemental Pay Schedule
46 which are a part of this Agreement.

1 B. In-Service is staff development provided or made possible by the Employer, which includes
2 workshop(s) prior to the start of school and other in-service throughout the year. An in-service
3 committee with employee representation will be established for the purpose of making
4 recommendations and suggestions to the Employer on structure, subject and content of the
5 District's in-service training program.
6

7 **ARTICLE 18**
8 **PHASE I, II, III**
9

10 **SCHEDULE BASED ON PHASE I & II**

11 The base salary schedule of \$23,235 based on the assumption that the District shall receive at least
12 \$172,135 of Phase I and Phase II money. In the event that the District receives less Phase I and/or
13 Phase II money, the base salary shall be reduced. The structure of the salary schedule will remain
14 otherwise unchanged. In the event the base salary is to be reduced, each reduction in Phase I or II
15 funds shall reduce the base salary by the equivalent percentage of \$1,260 up to a maximum reduction
16 of \$1,260.
17

18 The parties recognize that the reduction in base salary in the amount of \$1,260 does not account for
19 all Phase I and Phase II funds which are used to support the salary schedule. In the event that all
20 Phase I and Phase II money is eliminated, the parties agree that the impact of such an event on the
21 salary schedule may be a subject for negotiation during the next contract negotiation period.

22 **PHASE III WORK**

23 Pre-approved hours of work for projects funded under Phase III shall be paid at an hourly rate of
24 \$19.00 for the year 2005-06.

ARTICLE 19

Salary Schedule

CLARKE COMMUNITY SCHOOL DISTRICT

2005-06 SALARY STRUCTURE

STEP	BA	BA+15	BA+27	MA	MA+15	STEP
1	25,460	26,224	26,988	27,751	28,515	1
2	26,224	26,988	27,751	28,515	29,279	2
3	26,988	27,751	28,515	29,279	30,043	3
4	27,751	28,515	29,279	30,043	30,807	4
5	28,515	29,279	30,043	30,807	31,570	5
6	29,279	30,043	30,807	31,570	32,334	6
7	30,043	30,807	31,570	32,334	33,098	7
8	30,807	31,570	32,334	33,098	33,862	8
9	31,570	32,334	33,098	33,862	34,626	9
10	32,334	33,098	33,862	34,626	35,389	10
11	33,098	33,862	34,626	35,389	36,153	11
12	33,862	34,626	35,389	36,153	36,917	12
13	34,626	35,389	36,153	36,917	37,681	13
14		36,153	36,917	37,681	38,445	14
15		36,917	37,681	38,445	39,208	15
16		37,681	38,445	39,208	39,972	16
17			39,208	39,972	40,736	17
18			39,972	40,736	41,500	18
19				41,500	42,264	19
20				42,264	43,027	20
21				42,900	43,664	21
22				43,537	44,300	22
23				44,173	44,937	23
24				44,810	45,573	24
25				45,446	46,210	25
26				46,083	46,846	26
27				46,719	47,483	27
28				47,356	48,119	28
29				47,992	48,756	29
30				48,629	49,392	30
31				49,265	50,029	31
32				49,902	50,665	32
33				50,538	51,302	33
34				51,175	51,938	34
35				51,811	52,575	35
36				52,448	53,211	36
37				53,084	53,848	37

MA and MA+15 are capped at 37

A PLACEMENT

Each employee will be placed on his/her proper step of the salary schedule as of the effective date of this Agreement, except as per other conditions contained within the Agreement.

B CREDIT FOR EXPERIENCE

Credit not to exceed the fifteenth (15th) step of any salary level on the employee salary schedule will be given for documented teaching experience in a duly accredited school upon initial employment. An employee hired at the beginning of the year or at mid-year must complete 94 teaching or inservice days in order to qualify for a vertical increment.

C ADVANCEMENT

Employees on the regular salary schedule may be granted no more than one (1) vertical step on the schedule for each year of service until the maximum for their educational classification is reached.

D EDUCATIONAL LANES

Notification of intention to advance across the schedule shall be made in writing on the "Notification to Advance Across the Salary Schedule" form to the Superintendent prior to March 1. An official transcript of credits shall be presented as evidence that the necessary hours have been earned. Said transcripts, or reasonable substantiatory evidence, are to be filed prior to the start of school or not later than September 15. An official copy of the transcript must be filed by October 15. Otherwise, contracts are not to be re-written after September 15, unless both parties agree to the change, or the employee has failed to file the transcript by October 15.

E PAY PERIODS

Each employee will be paid in twelve (12) equal installments not later than the first of each month. Employees will receive their checks at their regular building and a regular school day unless otherwise requested by the employee.

When a pay date falls on or during a school holiday, vacation or weekend, employees will receive their pay checks on the last previous workday, with the exception of the January pay check which will be available on the first workday in January.

Summer checks, other than for summer school employees, will be mailed to the address designated by the employee.

Newly hired teachers, teachers returning from leaves of absence, and teachers recalled will be allowed the opportunity to receive first pay on October 1 or; on September 15, receive one-half (1/2) of the first month's pay and second half of the first month's pay on October 1, provided the employee has performed work on a sufficient number of days to earn the amount paid.

Any teacher terminating employment with the Employer, or retiring from the school system, may have the option of receiving final payment for the school year on June 1. An employee seeking such payment shall notify the Business Manager in writing by May 1.

F MISCELLANEOUS

1. Fifteen (15) semester hours of Employer-approved credit above the Bachelor Degree must be earned for advancement across the schedule to the BA+15 column. Twelve (12) semester hours of the Employer-approved credit must be earned above the BA+15 column for advancement across the schedule to the BA+27 column. Hours for advancement from BA+15 to BA+27 and BA+27 to MA must be earned within the last ten (10) years. To qualify for a Masters Degree Lane an employee's Masters Degree must be in his or her present subject area of teaching. Employees desiring to receive credit for a Masters Degree outside of their present

subject area of teaching must receive employer approval for such degree. Fifteen hours of employer approved credit must be earned for advancement to the MA + 15 Lane.

Continuing Education Units are not acceptable in lieu of semester hours.

Quarter hours must be converted to semester hours before they become applicable.

2. Pay for extended contracts shall be determined by dividing the individual's base pay (current teaching salary) by 191 and multiplying the result by the number of days of the extended contract.
3. A Licensed Practical Nurse will be paid seventy-five percent (75%) and a Registered Nurse will be paid eighty-five percent (85%) of the applicable experience step in BA column. In the event a nurse obtains a BSN Degree (Bachelor of Science in Nursing) he/she will be paid one hundred percent (100%) of said appropriate experience step. This item is not retroactive.
4. The school will make every attempt to provide a suitable vehicle for the purpose of transportation to and from school approved trips. If no school vehicle is available or if an employee is requested to provide their own transportation for school approved trips or for travel during the performance of their duties, the employee shall be reimbursed for such travel at the rate of 24 (twenty-four) cents per mile.

In the event that a school vehicle is available and employees choose to provide their own transportation, the employees will be reimbursed at a rate of 6 (six) cents per mile.

4. When an employee is absent, and a regular substitute is not available: (1) Secondary Building – regular employees who volunteer may be used as substitutes during their preparation time. In the absence of volunteers, an employee may be assigned to serve as a substitute. Volunteers and assigned employees will be paid at the rate of eight dollars (\$8.00) per class per period. Where regular substitutes are not available and two (2) classes are to be combined for a period, the employee in charge will be paid eight dollars (\$8.00) per class per period. (2) Elementary Building – regular employees may be used as substitutes. Regular employees who are assigned to substitute for an entire classroom will be paid eight dollars (\$8.00) per hour. In the event that the classroom of the absent employee is distributed between two or more regular employees, the employees will be compensated at the rate of eight dollars (\$8.00) per hour, divided equally.
5. New employees hired with four (4) or less years of experience shall receive six (6) extended days on their contract to be used before or after the regular school calendar. The additional six (6) days shall be for only the first two (2) years at Clarke. The activities for the six (6) days each year will be determined by the superintendent or his/her designee.

ARTICLE 20
SUPPLEMENTAL PAY SCHEDULE
 2005-06

COACHING

1. Athletic Director16%
2. Football, Basketball, Wrestling, Baseball, Softball, Volleyball
 - a. Head.....13%
 - b. Assistant10%
 - c. 9th Grade (Basketball & Volleyball only).....7%
 - d. Junior High (7th & 8th) ***7%
3. Track, Golf, Tennis, Cross Country
 - a. Head.....11%
 - b. Assistant6.5%
 - c. Junior High (7th & 8th)***5.5%

OTHER

1. Senior High Band13%
2. Combined Jr/Sr High Vocal Music10%
3. Annual, Speech, Debate, High School Cheerleaders, Junior High Band6%
4. Drama, Student Council**, Newspaper**, Lead Teacher.....5%
5. Outdoor Classroom, Young Farmers, Drill Team3%
6. Club Sponsors, PK-6 K I D S Team, Elementary Newspaper, Elementary Vocal,
Elementary Band, STAT Team\$200.00
7. Department Heads\$200.00
8. Summer Driver Education\$19.00/hr
(Based on 6 driving hours per student plus 30 classroom hours. All additional hours require
prior principal approval.)
9. Clarke Alternative Program.....\$17.00/hr
10. Musical - Vocal3%
11. Musical - Band1.5%
12. Extra Duty Pay (activity up to 5 hours).....\$20.00
(activity longer than 5 hours)\$40.00
(summer concessions excluded from this agreement)

To determine the individual's supplemental pay, multiply the percentage shown times the appropriate step* in the BA column of Article 19, Salary Schedule.

* Number of years experience in that supplemental pay position.

** When classroom time is allotted, pay will be one-half of proper step.

*** When the Board appoints a Junior High program coordinator, the pay will be 1/2% higher than the Junior High coach.

PLACEMENT GUIDELINES FOR SUPPLEMENTAL PAY SCHEDULE

1. All individuals new to Clarke Community School System will be placed on the appropriate step (not to exceed the 13th step) commensurate to said individual's experience as determined, documented and recommended by the administration and approved by the Board.
2. Of the present members, all the years experience to the same activity, in this school system will be granted.
3. When moving from one assistant position to the head position of an activity, the individual will be placed on Step 1 of the head position unless he/she has had previous experience as head in the same activity in this or another school system, not to exceed the limitations in item 1.

4. When an individual moves from head to assistant in an activity, all years of experience in our school system will be granted.
5. Any of the existing staff members taking a different activity assignment in which he/she has had no previous experience in this school system will be placed on Step 1.
6. An individual moving from Junior High to Senior High School or vice versa on the assistant level will be granted all years of experience in that activity.
7. In switching positions in the same activity in which there are separate boys and girls activities, the individual will be granted all years of experience which he/she has obtained in this school system.
8. No part of these guidelines will be construed as retroactive applying to previous decisions under the subject of this topic.

ARTICLE 21

DURATION AND SIGNATURE CLAUSE

A. Savings Clause

If any provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

B. Finality's Effect of Agreement

This Agreement supersedes and cancels all previous agreements and practices between the Employer and the Association of any employee(s), and constitutes the complete and final agreement between the parties and concludes the collective bargaining for its term.

C. Duration

This Agreement constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.

This master Agreement shall be effective for the 2005-06 and 2006-07 school years, which shall commence on August 15, 2005 and end on August 14, 2007. The following articles are eligible to be negotiated for the 2006-07 school year: Article 19, Salary Schedule; Article 20, Supplemental Pay; Article 15; Insurance; and two (2) articles selected by each party.

During the life of the Agreement, neither the Employer nor the Association will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

Signed this 20th day of April, 2005.

EMPLOYER

CLARKE COMMUNITY SCHOOL

ASSOCIATION

CLARKE COMMUNITY EDUCATION ASSOCIATION

By Doug Stearns

Doug Stearns, Board President

By Lori Henricks

Lori Henricks, President

By Ruth White

Ruth White, Board Secretary

By Marvin McCann

Marvin McCann, Negotiator